



0000152073

**COMMISSIONERS**

BOB STUMP, Chairman

GARY PIERCE

BRENDA BURNS

BOB BURNS

SUSAN BITTER SMITH

RECEIVED

2014 MAR 28 A 11:18

ORIGINAL

AZ CORP COMMISSION  
DOCKET CONTROL**BEFORE THE ARIZONA CORPORATION COMMISSION**

IN THE MATTER OF THE APPLICATION OF  
VALENCIA WATER COMPANY – TOWN DIVISION  
FOR THE ESTABLISHMENT OF JUST AND  
REASONABLE RATES AND CHARGES FOR UTILITY  
SERVICE DESIGNED TO REALIZE A REASONABLE  
RATE OF RETURN ON THE FAIR VALUE OF ITS  
PROPERTY THROUGHOUT THE STATE OF ARIZONA

Docket No. W-01212A-12-0309

IN THE MATTER OF THE APPLICATION OF  
GLOBAL WATER – PALO VERDE UTILITIES  
COMPANY FOR THE ESTABLISHMENT OF JUST AND  
REASONABLE RATES AND CHARGES FOR UTILITY  
SERVICE DESIGNED TO REALIZE A REASONABLE  
RATE OF RETURN ON THE FAIR VALUE OF ITS  
PROPERTY THROUGHOUT THE STATE OF ARIZONA

DOCKET NO. SW-20445A-12-0310

IN THE MATTER OF THE APPLICATION OF WATER  
UTILITY OF NORTHERN SCOTTSDALE, INC. FOR A  
RATE INCREASE

Docket Nos. W-03720A-12-0311

IN THE MATTER OF THE APPLICATION OF  
WATER UTILITY OF GREATER TONOPAH FOR  
THE ESTABLISHMENT OF JUST AND REASONABLE  
RATES AND CHARGES FOR UTILITY SERVICE  
DESIGNED TO REALIZE A REASONABLE RATE OF  
RETURN ON THE FAIR VALUE OF ITS PROPERTY  
THROUGHOUT THE STATE OF ARIZONA

DOCKET NO. W-02450A-12-0312

IN THE MATTER OF THE APPLICATION OF  
VALENCIA WATER COMPANY – GREATER  
BUCKEYE DIVISION FOR THE ESTABLISHMENT OF  
JUST AND REASONABLE RATES AND CHARGES FOR  
UTILITY SERVICE DESIGNED TO REALIZE A  
REASONABLE RATE OF RETURN ON THE FAIR  
VALUE OF ITS PROPERTY THROUGHOUT THE  
STATE OF ARIZONA

DOCKET NO. W-02451A-12-0313

**NOTICE OF FILING  
TERMS AND CONDITIONS TARIFF  
FOR VALENCIA WATER  
COMPANY – TOWN DIVISION**

Arizona Corporation Commission

**DOCKETED**

MAR 28 2014

DOCKETED BY

1 IN THE MATTER OF THE APPLICATION OF  
2 GLOBAL WATER – SANTA CRUZ WATER COMPANY  
3 FOR THE ESTABLISHMENT OF JUST AND  
4 REASONABLE RATES AND CHARGES FOR UTILITY  
5 SERVICE DESIGNED TO REALIZE A REASONABLE  
6 RATE OF RETURN ON THE FAIR VALUE OF ITS  
7 PROPERTY THROUGHOUT THE STATE OF ARIZONA

DOCKET NO. W-20446A-12-0314

5 IN THE MATTER OF THE APPLICATION OF  
6 WILLOW VALLEY WATER COMPANY FOR THE  
7 ESTABLISHMENT OF JUST AND REASONABLE  
8 RATES AND CHARGES FOR UTILITY SERVICE  
9 DESIGNED TO REALIZE A REASONABLE RATE OF  
10 RETURN ON THE FAIR VALUE OF ITS PROPERTY  
11 THROUGHOUT THE STATE OF ARIZONA

DOCKET NO. W-01732A-12-0315

**NOTICE OF FILING  
TERMS AND CONDITIONS TARIFF  
FOR VALENCIA WATER  
COMPANY – TOWN DIVISION**

10  
11 Decision No. 74364 (February 26, 2014) requires that Valencia Water Company – Town  
12 Division (“Valencia – Town Division”) file its Terms and Conditions Tariff, consistent with the  
13 Settlement Agreement and the Decision by March 28, 2014. Accordingly, Valencia – Town  
14 Division files its Terms and Conditions Tariff.

15 RESPECTFULLY SUBMITTED this 28<sup>th</sup> day of March, 2014.

16 ROSHKA DEWULF & PATTEN, PLC

17  
18 By 

19 Michael W. Patten

20 Timothy J. Sabo

21 One Arizona Center

22 400 East Van Buren Street, Suite 800

23 Phoenix, Arizona 85004

*Attorneys for Global Utilities*

24 Original +13 copies of the foregoing  
25 filed this 28<sup>th</sup> day of March 2014, with:

26 Docket Control

27 Arizona Corporation Commission

1200 West Washington

Phoenix, AZ 85007

1 Copies of the foregoing hand-delivered/mailed  
2 this 28<sup>th</sup> day of March 2014 to:

3 Dwight D. Nodes, Esq.  
4 Assistant Chief Administrative Law Judge  
5 Hearing Division  
6 Arizona Corporation Commission  
7 1200 West Washington  
8 Phoenix, AZ 85007

9 Janice Alward, Esq.  
10 Chief Counsel, Legal Division  
11 Arizona Corporation Commission  
12 1200 West Washington  
13 Phoenix, AZ 85007

14 Steven M. Olea  
15 Director, Utilities Division  
16 Arizona Corporation Commission  
17 1200 West Washington  
18 Phoenix, AZ 85007

19 Garry D. Hays, Esq.  
20 The Law Offices of Garry D. Hays, PC  
21 1702 East Highland Avenue, Suite 204  
22 Phoenix, AZ 85016

23 Jeffrey W. Crockett, Esq.  
24 Brownstein Hyatt Farber Schreck, LLP  
25 One East Washington Street, Suite 2400  
26 Phoenix, Arizona 85004

27 Daniel W. Pozefsky, Esq.  
Chief Counsel  
Residential Utility Consumer Office  
1110 West Washington Street, Suite 200  
Phoenix, Arizona 85007

Lawrence V. Robertson, Jr., Esq.  
Of Counsel, Munger Chadwick  
P.O. Box 1448  
Tubac, Arizona 85646  
Attorney for the City of Maricopa

1 Denis M. Fitzbibbons, Esq.  
2 Fitzgibbons Law Offices, P.L.C.  
3 1115 E. Cottonwood Lane, Suite 150  
4 Casa Grande, AZ 85122  
5 Attorney for the City of Maricopa

6 Willow Valley Club Association  
7 c/o Gary McDonald, Chairman  
8 1240 Avalon Avenue  
9 Havasu City, AZ 86404

10 Steven P. Tardiff  
11 44840 W. Paitilla Lane  
12 Maricopa, AZ 85139

13 Andy and Marilyn Mausser  
14 20828 North Madison Drive  
15 Maricopa, AZ 85138

16 Robert J. Metli, Esq.  
17 Munger Chadwick, PLC  
18 2398 E. Camelback Road, Suite 240  
19 Phoenix, Arizona 85016

20 Barry W. Becker  
21 Bryan O'Reilly  
22 SNR Management, LLC  
23 50 S. Jones Blvd., Suite 101  
24 Las Vegas, Nevada 89107

25 Michele Van Quathem, Esq.  
26 Ryley Carlock & Applewhite  
27 One North Central Avenue, Suite 1200  
Phoenix, AZ 85004-4417

By 

Company:  
Valencia Water Company – Town Division

Decision No.: \_\_\_\_\_

Phone: 623-518-4000

Effective Date: \_\_\_\_\_

**TERMS AND CONDITIONS OF SERVICE TARIFF**

- 1.0 **Applicability.** This Terms and Conditions of Service Tariff applies to all services provided by the Company.
- 2.0 **Adoption of Rules.** For potable water service, the Company adopts the Rules of the Arizona Corporation Commission for water service (A.A.C. R14-2-401 to R14-2-411), as supplemented by this Tariff.
- 3.0 **Special provisions for non-potable water service.**
  - 3.1 **"Non-potable water service"** means the delivery of water, other than water for human consumption or recycled water.
  - 3.2 The following provisions apply to non-potable water service.
    - 3.2.1 **Establishment of service.** Establishment of non-potable water service will be in accordance with A.A.C. R14-2-403.
    - 3.2.2 **Customer information.** The Company will provide the information to non-potable water customers as required in R14-2-404.
    - 3.2.3 **Main extensions.** Main extensions for non-potable water service will be subject to the requirements of A.A.C. R14-2-406.
    - 3.2.4 **Provision of Service.** Non-potable water service will be subject to the requirements of A.A.C. R14-2-407, except that R14-2-407(E), Minimum Deliver Pressure shall not apply because non-potable water is an unpressurized service.
    - 3.2.5 **Meter reading.** Meter reading for non-potable water service will be subject to the requirements of A.A.C. R14-2-408.
    - 3.2.6 **Billing.** Billing and collection for non-potable water service will be subject to the requirements of A.A.C. R14-2-409.
    - 3.2.7 **Termination of service.** Termination of service for non-potable water service will be subject to the requirements of A.A.C. R14-2-410.

Company:  
Valencia Water Company – Town Division

Decision No.: \_\_\_\_\_

Phone: 623-518-4000

Effective Date: \_\_\_\_\_

### TERMS AND CONDITIONS OF SERVICE TARIFF

- 4.0 **Electronic Billing.** Electronic Billing is an optional billing service whereby Customers may elect to receive, view, and pay their bills electronically. The Company may modify its Electronic Billing services from time to time. A Customer electing an electronic billing service may receive an electronic bill in lieu of a paper bill. Customers electing an electronic billing service may be required to complete additional forms and agreements. Electronic Billing may be discontinued at any time by the Company or the Customer. An Electronic Bill will be considered rendered at the time it is electronically sent to the Customer. Failure to receive bills or notices which have been properly sent by an Electronic Billing system does not prevent these bills from becoming delinquent and does not relieve the Customer of the Customer's obligations therein. Any notices which the Company is required to send to a Customer who has elected an Electronic Billing service may be sent by electronic means at the option of the Company. Except as otherwise provided in this section, all other provisions of the Company's tariffs and the Commission's Rules and Regulations are applicable to Electronic Billing. The Customer must provide the Company with a current email address for electronic bill delivery. If the Electronic Bill is electronically sent to the Customer at the email address that Customer provided to the Company, then the Electronic Bill will be considered properly sent. Further, the Customer will be responsible for updating the Company with any changes to this email address. Failure to do so will not excuse the Customer from timely paying the Company for utility service.

### 5.0 Liability.

- 5.1 **Water pressure for Private Fire Service and Public Fire Hydrant Service.** The Company will supply only such water at such pressures as may be available from time to time as a result of the normal operation of its water system. The Company does not guarantee a specific water pressure or gallons per minute flow rate at any public fire hydrant or private fire service. In the event service is interrupted or irregular or defective or fails from causes beyond the Company's control or through ordinary negligence of its employees or agents, the Company will not be liable for any injuries or damages arising therefrom. Ratepayers shall not be required to reimburse through rates, damages from the acts or omissions of the Company, its principals, agents or employees.

Company:  
Valencia Water Company – Town Division

Decision No.: \_\_\_\_\_

Phone: 623-518-4000

Effective Date: \_\_\_\_\_

**TERMS AND CONDITIONS OF SERVICE TARIFF**

- 5.2 **Limitation of Company responsibility.** The Company does not assume the responsibility of inspecting or maintaining any customer's piping or apparatus and will not be responsible therefor; however, the Company reserves the right to refuse water service unless the customer's piping or apparatus is installed in such manner as to prevent cross connections or backflow into the Company's system in compliance with the Company's Cross-Connection/Backflow Tariff as approved by the Commission.
- 5.3 **Third party claims.** Company will not be responsible for any third-party claims against Company that arise from Customer's use of Company's utility service unless such claims are caused by the Company's willful misconduct or gross negligence.
- 5.4 **Indemnity.** Customer will indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against all claims (including, without limitation, claims for damages to any business or property, or injury to, or death of, any person) arising out of any wrongful act or negligent omission of the Customer, or the Customer's agents, in connection with the Company's service or facilities.
- 5.5 **Limitation of damages.** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under the Company's tariff (calculated on a proportionate basis where appropriate) to the period during which the error, mistake, omission, interruption or delay occurs, except if such damages are caused by the Company's willful misconduct or gross negligence.

Company:  
Valencia Water Company – Town Division

Decision No.: \_\_\_\_\_

Phone: 623-518-4000

Effective Date: \_\_\_\_\_

**TERMS AND CONDITIONS OF SERVICE TARIFF**

- 5.6 **Incidental, indirect, special, or consequential damages.** In no event will the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 5.7 **Interference with Company facilities.** The Company will not be responsible in any occasion for any loss or damage caused by the negligence or wrongful act of the Customer or any of his agents, employees or licensees in installing, maintaining, using, operating or interfering with any Company facilities.

###